

1. DEFINITIONS THAT APPEAR THROUGHOUT THESE CONDITIONS

1.1 Definitions:

Address: Stirk House Hotel & Restaurant, Gisburn, Clitheroe, Lancashire, BB7 4LJ.

Booking: Your booking of the Services, set out in writing (email or post), by telephone or in person.

Charges: the charges payable by you for the supply of the Services.

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.4.

Contract: the contract between the Hotel and you for the supply of Services in accordance with these Conditions.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Email: reservations@stirkhouse.co.uk.

Hotel: The Stirk House Hotel Limited registered in England and Wales with company number 06687742 and whose registered office address is Stirk House Hotel & Restaurant, Gisburn, Clitheroe, Lancashire, BB7 4LJ.

Number: 01200 445581.

Reservation: the date(s) of your stay at the Hotel, pursuant to your Booking.

Services: the rental provision of hotel rooms for accommodation purposes and including, where consistent with your Booking, the provision of food and drink.

You (you/your): the person who purchases the Services from the Hotel.

2. THESE CONDITIONS

2.1 **What these Conditions cover.** These are the Conditions on which we supply the Services to you.

2.2 **Why you should read them.** Please read these Conditions carefully before you place your Booking with us. These Conditions tell you who we are, how we will provide the Services to you, how you and we may change or end the Contract, our cancellation policy and what to do if there is a problem and other general terms. If you think that there is a mistake in these Conditions, please contact us to discuss.

3. HOW TO CONTACT US

3.1 **How to contact us.** You can contact us by telephoning the Hotel on the Number or by writing to us by Email or to the Address.

3.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us upon making your Booking.

3.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these Conditions, this includes emails.

3.4 **What a "person" includes.** When we use the word "person" in these Conditions, this includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

4. OUR CONTRACT WITH YOU

4.1 **How we will accept your Booking.** Our acceptance of your Booking will take place when we write to you to accept it, at which point a contract will come into existence between you and the Hotel.

4.2 **If we cannot accept your Booking.** If we are unable to accept your Booking, we will inform you of this in writing and will not charge you for the Services.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the Services.** We may change the Services:

6.1.1 to reflect changes in relevant laws and regulatory requirements; or

6.1.2 to implement minor adjustments and improvements. These changes will not affect your use of the Services.

7. PROVIDING THE SERVICES

7.1 **When we will provide the Services.** The Services shall be carried out for the duration of your Reservation at the Hotel or, until either you end the Contract for the Services as described in clause 8 or we end the Contract by written notice to you as described in clause 9.

7.2 **What will happen if you do not provide required information to us.** We may need certain information from you so that we can provide the Services to you, for example, your home address, credit or debit card details and any dietary requirements. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the Contract (and clause 9.1 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing

the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 7.3 **Reasons we may suspend the Services.** We may have to suspend the Services to update the Services to reflect changes in relevant laws and regulatory requirements. This may include, but is not limited to, any actions required to be taken as a result any mandatory local, regional or central government intervention as a result of the Coronavirus disease. We may also need to suspend the Services as result of matters outside of our reasonable control including, but not limited to, floods, gas leaks and fires.
- 7.4 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, and we will refund any sums you have paid in advance for services not provided to you.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **Your rights to end the Contract are dependent on the way in which you entered into the Contract with us.** This clause 8 sets out your rights to end the Contract, including in-person, online and by telephone.

Ending the Contract In-Person

- 8.2 **You can always end the Contract before the Services have been supplied and paid for.** You may contact us at any time to end the Contract for the Services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 8.3 **What happens if you have legitimate reasons for ending the Contract.** If you are ending the Contract for a reason set out at clause 8.3.1 to clause 8.3.3 below the Contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
- 8.3.1 we have told you about an error in the price of the Services you have booked and you do not wish to proceed;
 - 8.3.2 save for instances of government intervention as a result of the Coronavirus disease, pursuant to clause 7.3, we suspend the Services or, notify you we are going to suspend them during your stay at the Hotel; and
 - 8.3.3 you have a legal right to end the Contract because of our failure to fulfil the terms of the Contract.
- 8.4 **What happens if you end the Contract without a good reason.** If you are not ending the Contract for one of the reasons set out in clause 8.3, the Contract will end immediately but we may charge you a percentage of the price calculated as per clause 8.5 depending on the date on which you end the Contract or the type of Booking made, as compensation for the net costs we will incur as a result of your ending the Contract.

8.5 **Charges for cancellation of the Contract.** Termination of the Contract by you in accordance with these Conditions will be subject to the following cancellation charges:

8.5.1 where a deposit is required to be paid in relation to your Booking, the balance of the Charges shall be payable within 3 days of your Reservation. Where you cancel your Booking any time up to 3 days prior to your Reservation, we shall retain your deposit;

8.5.2 pursuant to clause 8.5.1, where you cancel your Booking within 3 days of your Reservation, we shall retain 100% of the Charges;

8.5.3 where the Charges are required to be paid in full in relation to your Booking (i.e. in the case of a flash offer), we shall retain 100% of the Charges should you cancel any time between your Booking and your Reservation.

8.6 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the Services. Nothing in these Conditions will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

Ending the Contract Online or by Telephone

8.7 **You can always end your Contract with us.** Your rights when you end the Contract will depend on how we are performing and when you decide to end the Contract:

8.7.1 if you want to end the Contract because of something we have done or have told you we are going to do, see clause 8.3; or

8.7.2 in all other cases (if we are not at fault and there is no right to change your mind) you can end the Contract before it is completed. A contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end the Contract before it is completed where we are not at fault and you have changed your mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that sum a percentage of the Charges, pursuant to the table at clause 8.5,

depending on the duration between termination of the Contract and the date of the Reservation.

- 8.8 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Services, once these have been completed.
- 8.9 **Tell us you want to end the contract.** To end the Contract with us, please let us know by doing one of the following:
- 8.9.1 **Phone or email (excluding voicemails).** Call the Hotel on the Number or you can write to us by Email. Please provide your name, home address, details of the Reservation and, where available, your phone number and email address.
 - 8.9.2 **Online.** Complete the form on our website.
 - 8.9.3 **By post.** Print off the cancellation form at Schedule 1 and post it to us at the Address. Or simply write to us at the Address, including details of your Reservation, the date you booked and your name and address.
- 8.10 **Summary of your legal rights.** See clause 8.6 for a summary of your key legal rights in relation to the Services.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1 **We may end the Contract if you break it.** We may end the Contract at any time by writing to you if:
- 9.1.1 you do not make payment of:
 - 9.1.1.1 your deposit (if applicable in relation to your Booking) to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
 - 9.1.1.2 the remaining balance of the Charges to us when it is due and you still do not make payment within 3 days prior to the commencement of your Reservation; and
 - 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, the information cited at clause 7.2.

10. IF THERE IS A PROBLEM WITH THE SERVICES

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can contact us by telephoning the Hotel on the Number or by writing to us by Email or to the Address. Alternatively, please speak to one of our staff on site.

11. PRICE AND PAYMENT

- 11.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price indicated on your Booking confirmation. We take all reasonable

care to ensure the prices advised to you are correct. However please see clause 11.3 for what happens if we discover an error in the price of the Services you have booked.

- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Booking date and the date of your Reservation, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your Booking so that, where the Service's correct price at your Booking date is less than our stated price at your Booking date, we will charge the lower amount. If the Service's correct price at your Booking date is higher than the price stated to you, we will contact you for your instructions before we accept your Booking. If we accept and process your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and not perform the Services.
- 11.4 **When you must pay and how you must pay.** If your Booking requires payment of a deposit, this must be made before we start providing the Services. We will invoice you for the balance of the Charges and this must be paid at least 3 days before the commencement of your Reservation.
- 11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause **Error! Reference source not found.**) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 8.6.
- 12.3 **We are not liable for business losses.** If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. DATA PROTECTION.

13.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation.

14. GENERAL TERMS

14.1 **We may transfer the Contract to someone else.** We may transfer our rights and obligations under the Contract to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

14.2 **You may only transfer your rights under the Contract to someone else.** You may only transfer your rights or your obligations under the Contract to another person with our written consent.

14.3 **Neither us or you shall be in breach of the Contract due to matters arising outside of our reasonable control.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.4 **The Contract can only be varied in writing and signed.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties.

14.5 **If a court invalidates some of this Contract, we can still enforce it later.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply

14.6 **How notices under the Contract shall be deemed to be received.**

14.6.1 Any notice shall be deemed to have been received:

14.6.1.1 if delivered by hand, on signature of a delivery receipt;

14.6.1.2 if sent by next working day delivery service, at 9.00 am on the second Business Day after posting; and

14.6.1.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.6.1.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.7 **Nobody else has any rights under this Contract.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.8 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution (**CEDR**) through their website at

www.cedr.com. CEDR does not charge you for making a complaint and if you're not satisfied with the outcome you can still go to court.

- 14.9 **You can go to court.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England.
- 14.10 **The courts of England shall deal with any dispute or claim under this Contract.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1 - MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the Contract)

To The Stirk House Hotel Limited, Stirk House Hotel & Restaurant, Gisburn, Clitheroe, Lancashire, BB7 4LJ.

I/We [NAME] hereby give notice that I/We [NAME] cancel my/our contract of sale for the supply of the following service [DETAILS]:

Booked on: [DATE]

Name of guest(s):

Address of guest(s):

Signature of guest(s) (only if this form is notified on paper):

Date: